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Beltsville, M.D*

# AGREEMENT

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between



Northern Regional Research Center  
Agricultural Research Service  
United States Department of Agriculture

and

American Federation of Government Employees  
Local No. 3247

April 18, 1983  
Peoria, Illinois

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CATALOGUE

PREAMBLE

In accordance with the provisions of law and applicable regulations, this Agreement is entered into between the NRRC, Agricultural Research Service, U.S. Department of Agriculture, hereinafter referred to as the "Employer," and Local 3247, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union."

As stated in 5 USC 7101(a):

"(1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them--

"(A) safeguards the public interest,

"(B) contributes to the effective conduct of public business, and

"(C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

"(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government."

## ARTICLE I

### Authority and Representation

Section 1. The relationship between the parties and this Agreement are established in accordance with the Certification of Representative issued by John W. Beaty, Area Administrator, LMSA, Chicago Area Office and the letter of recognition dated August 11, 1972, from R. J. Dimler, Area Director, to Timothy L. Mounts, AFGE Local 3247.

Section 2. The representation unit covered by the recognition and this Agreement is composed of:

Included: All general schedule employees of the (former) Northern Marketing and Nutrition Research Division including professionals.

Excluded: All Management Officials, Supervisors, Guards, employees engaged in Federal personnel work in other than a purely clerical capacity, and all wage board employees.

## ARTICLE II

### Rights of Employees

Section 1. As provided by 5 U.S.C. Section 7102: "Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right--

- "(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities," and
- "(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter."

Section 2. As provided in 5 U.S.C. 7114(a) (5), "The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from--

- "(1) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action;" or
- "(2) exercising grievance or appellate rights established by law, rule, or regulation; except in case of grievance or appeal procedures negotiated under this chapter."

Section 3. If a unit employee is to be served with a warrant or subpoena, if possible, it will be done in private without the knowledge of other employees.

Section 4. If an employee is called by the supervisor to be questioned before a witness/es concerning a matter which may lead to discipline, the employee shall first be informed of the right to have a Union representative present.

### ARTICLE III                      Rights and Obligations of the Union

Section 1. In accordance with 5 U.S.C. 7114(a) (1), the Union "is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership."

Section 2. In accordance with 5 U.S.C. 7114(a) (2), the Union "shall be given the opportunity to be represented at--(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or (B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation."

Section 3. The Union agrees to provide the Employer with a current list of its officers and stewards, including their addresses and telephone numbers, with the understanding that such information will be used only for official purposes.

### ARTICLE IV                      Rights and Obligations of the Employer

Section 1. Management officials of the agency retain the right, in accordance with 5 U.S.C. 7106(a), "(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and (2) in accordance with applicable laws--

- (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (C) with respect to filling positions, to make selections for appointments from--



- (i) among properly ranked and certified candidates for promotion;  
or
- (ii) any other appropriate source; and
- (D) to take whatever action may be necessary to carry out the agency mission during emergencies."

Section 2. As stated in 5 U.S.C. 7106(b), nothing in 5 U.S.C. 7106 shall preclude the Employer and the Union from negotiating "(2) procedures which management officials of the agency will observe in exercising any authority under this section [7106] or (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section [7106] by such management officials."

Section 3. As provided by 5 U.S.C. 7116(e), "The expression of any personal view, argument, opinion or the making of the statement which--(1) publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election, (2) corrects the record with respect to any false or misleading statement made by any person, or (3) informs employees of the Government's policy relating to labor-management relations and representation, shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (A) constitute an unfair labor practice under any provision of this chapter [Chapter 71 of 5 U.S.C.] or (B) constitute grounds for the setting aside of any election conducted under any provisions of this chapter [Chapter 71 of 5 U.S.C.]."

Section 4. Management officials and supervisors retain the right to meet with unit employees and without the presence of a Union representative concerning any matter not covered by 5 U.S.C. 7114(a) (2) [See Article III, Section 2].

Section 5. The Employer agrees to allow a Union observer on the Center Equipment Committee. The unit employee shall not suffer loss of leave or pay while serving in such capacity.

Section 6. Affected unit employees will be provided with an extra copy of any letter of proposed disciplinary or adverse action and any letter of decision which they may forward to the Union at their option. The extra copy will be annotated "For AFGE Local 3247 or other designated representative."

Section 7. The Union will be furnished, on a semiannual basis, a position organization listing or equivalent which covers all employees at the Center, including their names, grades, position title, classification series, and organizational units.

Section 8. The Employer agrees to publish the names, locations, and telephone numbers of Union officers and stewards in the Employer's telephone directory.

Section 9. The Union will be provided annually with a depersonalized report of adverse actions and formal disciplinary actions involving unit employees of which the Center Administrative Officer is aware.

ARTICLE V

Scope and Level of Consultations  
and Negotiations

Section 1. Except by mutual consent or at the time(s) specified in Article XIX, Section 3, the parties agree that during the life of this Agreement neither party is obligated to negotiate over the following subjects regardless of whether such subjects involve implementations of new personnel policies and practices or whether such subjects involve changes to existing personnel policies and practices: Pay rates and practices; overtime; health and safety; Assignment of work and tours of duty; Merit Promotion policies; Equal Employment Opportunity; Leave policies; Employee benefits, rights, and services; Training and employee development; Union rights and representation; and Employee discipline

Section 2. The Employer agrees to consult with the Union during the life of this Agreement before implementing new or changing established personnel policies or practices or other matters affecting the general working conditions of employees in the unit (including those subjects listed under Section 1 of this Article) which are not in conflict with this Agreement and which are within the authority of the Employer.

Section 3. For the purpose of this Agreement, consultation is defined as verbal discussion or written communication (or both) with the Union for the purpose of obtaining its views on appropriate matters of concern to employees in the unit. The Employer agrees to seriously consider the views of the Union and to permit thorough discussion of the subjects before making a decision with respect to the implementation of the proposed policy or change in established policy.

Section 4. When the Employer has been provided the opportunity to make appropriate suggestions to higher level authorities concerning changes in working conditions of unit employees, the Union will be notified. If the Union provides its views in writing, they will be transmitted with management's response. This applies to, but is not limited to, changes in pay, retirement, leave, reduction-in-force, contracting out, reassignment with relocation, performance appraisal, and parking.

Section 5. If a demonstration project under 5 U.S.C 4703 is approved for use at the Center, negotiations requested by either party will occur in accordance with appropriate law, regulation, and provisions of this Agreement.

ARTICLE VI

Joint Union-Employer Committee

Section 1. A Joint Union-Employer Committee shall be established consisting of not more than four (4) members selected by the Union and an equal number selected by the Employer. The Committee will meet monthly or as the need arises at the request of either party to discuss matters (except grievances) of mutual concern to the parties. The requesting party shall submit as far in advance of the meeting as possible an agenda to be discussed. The Committee will consider and make, by mutual agreement of the Committee members, recommendations to the Center Director who will give due consideration to such recommendations.

Section 2. Nothing contained in this Agreement shall preclude the Employer and the Union from meeting as often as is mutually agreed to resolve emergency problems that may arise.

#### ARTICLE VII

#### Use of Government Facilities

Section 1. The Employer shall make specific bulletin board space available to the Union for the posting of official notices and bulletins. All such material shall be signed by a designated Union representative.

Section 2. The Union will be permitted to use a locked filing cabinet for the storage of Union records and material. Such filing cabinet will be provided by the Center at no cost to the Union. If practicable, the filing cabinet will be located in close proximity to the work location of one of the Union's officers at the Center.

Section 3. Upon request by an authorized Union representative, available Center space will be provided for Union meetings if the request has been made sufficiently in advance of the meeting and if the use of the space will not interfere with the normal operations of the Center.

Section 4. The Union shall be provided use of copying equipment under the following conditions;

- (1) Such use does not interfere with normal working requirements;
- (2) The cost of materials is reimbursed to the Employer by the Union; and
- (3) The material to be reproduced does not involve any campaign against a rival labor organization or a policy of the Employer or the Government.

Section 5. Each employee of the unit and each new employee of the unit will be furnished a copy of this Agreement. Twenty-five (25) copies will be furnished to the Union. The cost of reproducing this Agreement shall be borne by the Employer.

Section 6. One copy of the current position organization listing or equivalent shall be given to the President of the Union.

Section 7. The Center Administrative Officer agrees to forward to the proper level, Union requests for regulatory information not available at the Center. Copies of Position Classification Standards and sections of the FPM and DPM that are available at the Regional Administrative Office will be provided upon written request to the Center Administrative Officer within 48 hours after receipt of request. ARS Directives which are distributed to the Center shall be available for review by unit employees.

Section 8. The interoffice mail delivery system shall be made available for distribution of Union literature provided such use shall not interfere with official business and/or work requirements.

ARTICLE VIII

Use of Official Time

Section 1. In accordance with 5 U.S.C. 7131, Union representatives or unit employees (where no Union representative has been designated) shall be allowed a reasonable amount of official time, if otherwise in a duty status, to carry out their representational activities in Title VII of CSRA. Such representational activities are prescribed in the following provisions of this Agreement: III, 2; IV, 5; V, 2; VI, 1 and 2; VIII, 3; IX, 2; and XIV, 2. This does not preclude the employer from approving official time for other activities not specified above.

Section 2. Official time for participating on behalf of the Union before the Federal Labor Relations Authority will be granted in accordance with the rules set forth by the Authority.

Section 3. The Employer agrees to allow up to four (4) unit employee Union representatives to attend Union-sponsored training sessions of mutual benefit to the Employer and the Union.

Section 4. As provided by 5 U.S.C. 7131(b), "Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status." This includes legislative activities.

ARTICLE IX

Training

Section 1. The Employer and the Union acknowledge the importance of training and employee development to the mission of the Center. The Employer will consider the desires of unit employees and the benefit to the Government in planning and scheduling employee training.

Section 2. The Union may, at any time, bring to the attention of the appropriate Center officials such training needs as it deems necessary for the safe and efficient performance of the duties of employees. These officials agree to give serious consideration to recommendations of the Union. The Employer and the Union agree that general and specific training needs of mutual concern will be discussed at meetings of the Joint Union-Employer Committee.

Section 3. The Employer will provide the Union with an annual report of unit employee training. Available funds permitting, the Center will conduct nonmanagement, including scientific, training for employees when specific training needs have been identified and/or agreed upon by management.

Section 4. The Employer agrees, where vacancies exist, to consider retraining employees whose jobs are abolished or absorbed into other positions because of technological or procedural changes.

## ARTICLE X

### Performance Appraisal System

Section 1. The Employer and the Union agree that a fair and objective annual performance appraisal of each unit employee is important.

Section 2. The performance appraisal system for unit employees will be implemented in accordance with applicable laws and regulations.

Section 3. Critical elements of a performance appraisal must be consistent with the position's assigned level of responsibilities as reflected in an accurate position description. In the event the employee and the supervisor disagree over the performance standards, they will refer the matter to the next level supervisor for resolution. The decision of the next level supervisor will be final.

Section 4. The Employer shall make diligent effort to ensure uniform and fair performance appraisals throughout the various organizational units of the Northern Regional Research Center.

Section 5. If a unit employee disputes the application of his/her performance standard, the employee will attempt to resolve the matter with his/her immediate supervisor. If resolution is not achieved, the employee may pursue the grievance in accordance with ARTICLE XVII of this Agreement.

## ARTICLE XI

### Promotions

Section 1. All vacant permanent full-time GS positions within the Center which are to be filled will be announced on bulletin boards for a period of ten (10) workdays prior to closing date to give employees an opportunity to apply for the job. The Union president shall be provided a copy of vacancy announcements pertaining to vacant positions in the Center.

Section 2. Unit employees may apply for a promotion or lateral transfer in advance of the vacancy occurring or at any time the vacancy actually exists.

Section 3. Whenever a vacancy occurs in the representation unit, the Center Director will recommend to the Servicing Personnel Office that the ad hoc Committee appointed to prepare a list of best-qualified candidates for promotion to the position under the ARS Merit Promotion Plan have a Union representative proposed by the Union. Normally the Union representative of the ad hoc Promotion Committee shall be at an equal or higher grade to the position to be filled and shall have prior experience or training in the basic skills required of the vacant position. However, the Union representative may not be an applicant for the position or a relative of an applicant. It is fully understood that the same restrictions regarding confidentiality of information shall govern the Union representative as the other members of the Committee.



Section 4. The Employer and the Union agree that career counseling is an important part of employee development. As a part of the counseling, supervisors and employees should review opportunities for training, higher-level positions, and requirements of higher-level positions.

## ARTICLE XII

### Tour of Duty

Section 1. This Article applies to full-time employees assigned to a standard 8-hour daytime workday. Excluded from this Article are the positions of Nurse and Telephone Operator, which will be on standard tours of duty 8:00 a.m. - 4:30 p.m. Any additional employees excluded after Flexitime is implemented will have a statement prepared by their supervisor and approved by the Center Director, giving the reason the employee or position is excluded. This statement will be filed with the T & A Clerk.

Section 2. The Flexitime model is illustrated as follows:

Flexible Time Band	Core Time Band	Mid-Day Flexible Time Band	Core Time Band	Flexible Time Band
7:00 a.m.	9:00 a.m.	11:30 a.m.	1:00 p.m.	3:30 p.m.
				6:00 p.m.
-----Working Hours-----				

A. Working Hours. The period 7:00 a.m. to 6:00 p.m. during which it is permissible to schedule 8 hours of work.

B. Morning Flexible Period. Within work limit requirements set by the supervisor, employees may select a daily arrival time at any five-minute clock time between 7:00 a.m. and 9:00 a.m. (i.e., 7:00 a.m., 7:05 a.m., etc.). Employees may vary their starting times on a day-to-day basis except when official business requires that the supervisor adjust employees' work schedules.

C. Core Period. The periods 9:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m. represent the hours all employees are required to be on duty or on leave. Meetings should be scheduled during this period and customers should be made aware that all employees are normally available during this period.

D. Mid-day Flexible Band. Each employee must include an unpaid lunch break between 11:30 a.m. and 1:00 p.m. Supervisors are encouraged to approve employees' requests insofar as the request does not conflict with work requirements. This break must not be less than 30 minutes nor be taken outside of the set time period.

E. Afternoon Flexible Period. Each workday will end between 3:30 p.m. and 6:00 p.m., at five-minute increments after the employee has worked or otherwise accounted for 8 hours plus a lunch break.

Section 3. All employees are required to sign in and out on form ARS-609 when reporting for work at the start of the workday, for their lunch break, and at the close of the workday. The records will be retained in the T & A files.

#### ARTICLE XIII

#### Leave

Section 1. Annual leave will be approved by the supervisor consistent with his staffing and workload requirements. The Employer agrees to make every reasonable effort to grant a unit employee annual leave when an unforeseen circumstance arises.

Section 2. The Employer agrees to allow each unit employee an annual vacation period of two (2) workweeks provided sufficient accrued annual leave is available and such a period of leave is requested far enough in advance to permit necessary arrangements of schedules for the continuation of the work. This Section does not prohibit granting longer periods of leave.

Section 3. Sick-leave absences of more than three (3) consecutive workdays will normally be supported by a physician's statement. However, where the supervisor has knowledge that the sick-leave absence of more than three (3) consecutive workdays is for legitimate cause, an SF-71 without medical certification but with the employee's written justification may be considered administratively acceptable evidence.

Section 4. Disputes over a supervisor's decision to grant or refuse advanced annual or sick leave will be processed in accordance with the negotiated grievance procedure.

Section 5. Employees shall have the right to request leave, including advance sick and/or annual leave for maternity reasons, or advance annual leave for paternity reasons.

Section 6. Regulations pertaining to leave are contained in Directive 402.6.

#### ARTICLE XIV

#### Safety and Health

Section 1. The Union and the Employer agree to cooperate in the furtherance of safety objectives and the enforcement of appropriate safety regulations and the rules promulgated by the Center Safety Committee. When the Employer is apprised of working conditions which the Union or employees consider to be unsafe, prompt action will be taken to investigate the situation and to apply the appropriate remedies.

Section 2. The Employer agrees to allow a Union representative on the Center Safety Committee and the Radio Chemistry and Radiation Committee. The unit employees so designated shall not suffer loss of leave or pay while serving in such a capacity.

Section 3. The Employer agrees to consider the purchase of equipment necessary for employee safety as recommended by the Center Safety Committee. Such equipment may include stockroom items (such as protective clothing, shields and pipette bulbs) and larger items which are required for especially hazardous operations. The Employer will give due consideration to employee comfort in the choice of safety equipment. The Union agrees to encourage the proper utilization of safety equipment.

Section 4. The Employer agrees to keep employees informed--through the use of movies, posters, and/or other appropriate methods--of the emergency procedures regarding fire, release of toxic fumes, and on-the-job injury. In addition, the Employer will ensure the currency of the qualifications of the members of the Center fire brigade and the Center first-aid corps through appropriate training.

Section 5. The Employer shall make every reasonable effort to assign an employee alternate duties when his/her request is supported by an acceptable medical certificate.

Section 6.

- (1) An employee shall be advised in advance by his supervisor when he will be working with known carcinogens or teratogens.
- (2) When the supervisor determines that an employee working with known carcinogens or teratogens is exposed to an unusual health hazard, the supervisor shall recommend to the Center Director that approval be given for medical examination.
- (3) The Employer annually shall provide to the Union a list of employees working with known carcinogens or teratogens for whom approval has been granted for periodic medical examinations.
- (4) The Union may recommend periodic medical examinations any time for employees working with known carcinogens or teratogens for whom approval for medical examinations has not already been granted.

Section 7. Information pertaining to employee compensation may be obtained from the Center administrative office at any time.

Section 8. The Employer agrees to provide health services designed to detect and eliminate job-related health hazards. The Employer also agrees to explore means of providing other health services such as flu shots, chest X-rays, glaucoma examinations, diabetes tests, and pap tests; whenever possible, these health services will be provided without cost to the employees.

Section 9. The Employer will recommend that a Union representative accompany outside safety inspectors (e.g., OSHA) during their inspections of the Center. Said representative shall be on official time while serving in this capacity.



ARTICLE XV

Equal Employment Opportunity

Section 1. As provided by 5 U.S.C. 2301(b) (2), "All employees and applicants for employment should receive fair and equitable treatment in all respects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights." The Employer agrees to continue an affirmative program of equal employment. The policy of equal opportunity will apply to and be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of employees.

Section 2. The Union endorses the Center's policy on the utilization of present skills of employees including, but not limited to, the redesign of jobs where feasible and the opportunity for employees to enhance their skills through on-the-job training, work-study programs, and other appropriate training programs.

Section 3. The Center agrees to provide the Union annually with depersonalized data of formal discrimination complaints filed by unit employees.

ARTICLE XVI

Reduction in Force

Section 1. The Employer agrees to notify the Union in advance of announcing any reduction in force, or reorganization, furnishing the reasons therefor, and defining the extent of the reduction. The Employer agrees to consider the views and recommendations of the Union regarding accomplishment of the reduction by attrition or by other means.

Section 2. The Union shall be given the opportunity to negotiate the application, within the Center, of training programs and priority placement programs established under Section 5364 (2) and (3) of the CSRA in accordance with provisions of this Agreement.

Section 3. Information concerning benefits available under Federal law and regulations will be provided to unit employees affected by Reduction in Force.

Section 4. The Employer will make every reasonable effort to place employees to be separated in appropriate jobs in other Federal agencies.

ARTICLE XVII

Grievance Procedure

Section 1. The purpose of this Article is to provide a fair and mutually acceptable method for the settlement of grievances within the scope of this Article (Section 2 below). This negotiated procedure shall be the exclusive procedure available to the parties and employees in the unit for resolving such grievances. As required by 5 U.S.C. 7121(b) (3): (1) this procedure is available for use by the exclusive representative in its own behalf or on behalf of any employee in the unit; (2) employees may present grievances on their own behalf, although the Union has the right to be present during the grievance proceeding; and (3) any grievance not satisfactorily settled under this grievance procedure may be taken to binding arbitration under Section 12 of this Article by either the Union or management.

Section 2. Matters covered by this procedure shall include all matters not excluded by law or agreement of the parties under Section 3.

Section 3. This procedure shall not apply to any grievance concerning:

- (1) Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities).
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal under Section 7532 of Title 5 U.S.C. (National Security).
- (4) Any examination, certification, or appointment.
- (5) The classification of any position that does not result in the reduction in grade or pay of an employee.
- (6) The content of published agency regulations and policy.
- (7) Nonselection for promotion from a group of properly ranked and certified candidates.
- (8) A preliminary warning notice of an action which, if effected, would be covered under the grievance system.
- (9) An action which terminates a temporary promotion within a maximum period of two (2) years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted.
- (10) The granting of, or failure to grant, an employee performance award or the adoption of, or failure to adopt, an employee suggestion or invention under Sections 4503-4505 of Title 5 U.S.C.

- (11) The receipt of, or failure to receive, a quality salary increase under Section 5336 of Title 5, U.S.C.
- (12) Grievances for which the desired relief would constitute a change to established personnel policies and practices or other matters affecting conditions of employment in the unit. These matters would be subject to negotiations between the Center and the Union.
- (13) Any other matter for which the desired relief may be obtained through the established rules and regulations of the Federal Labor Relations Authority or the Federal Service Impasses Panel.

Section 4. Employees may grieve matters covered by 5 U.S.C., Sections 2302(b) (1) (discrimination), 4303 (actions based on unacceptable performance), and 7512 (adverse actions) under this procedure or under the statutory procedure, but not under both. For matters covered by Section 2302(b) (1), an employee will have exercised the option upon timely initiating an action under the applicable statutory procedure or timely filing a written grievance at the appropriate level of this procedure, whichever occurs first. In regard to Sections 4303 and 7512, an employee will have exercised the option upon timely filing of an appeal under the statutory procedure, or timely filing of a written grievance at the appropriate level of this procedure, whichever occurs first.

Section 5. Most grievances arise from misunderstandings or disputes which should and may be settled at the immediate supervisory level. The parties will attempt to settle grievances at the lowest possible level. However, inasmuch as matters of concern and dissatisfaction arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the employee's conduct or performance.

Section 6. Employees will be allowed a reasonable amount of official time to present grievances to their Union representative and to Center management. Likewise, designated Union representatives will be allowed a reasonable amount of official time to receive, investigate, and present grievances of unit employees to management in accordance with the provisions of this Article.

Section 7. Procedure for grievances over the interpretation and application of this Agreement over matters within the discretion of the Center Director:

STEP 1: An aggrieved employee is required to seek informal resolution of his grievance with his immediate supervisor within twenty (20) workdays of the event or his knowledge of the event giving rise to the grievance. The employee may request that a Union steward be present to discuss the matter with the supervisor.

STEP 2: If no satisfactory settlement is reached within five (5) workdays, the employee and his representative shall have five (5) workdays in which to reduce the grievance to writing and present it to the next higher level of supervision who will discuss the grievance with the party (parties) involved and take any additional steps necessary to acquire information and/or resolve the grievance informally. If no satisfactory settlement is reached, a written determination on the grievance will be issued within five (5) workdays of receipt of the written grievance. If an employee presents a grievance, the Union will be informed and may have an observer present during the proceedings.

STEP 3: Within seven (7) workdays of the receipt of the written decision of the STEP 2 supervisor, the employee or the Union may refer the grievance to the Center Director, providing the information contained in STEP 2. The Center Director may take any steps necessary to acquire additional information and/or to resolve the grievance informally, including consultation with appropriate officials. If no satisfactory settlement is reached within seven (7) workdays of the receipt of the request for review, the Center Director will issue a written decision. This is the final determination within the Agency.

Section 8. Procedure for grievances beyond the authority of the Center Director but within the authority of the Regional Administrator (RA).

Within 20 workdays from the date of the event (or knowledge thereof) giving rise to the grievance, or within 20 workdays from the effective date of any disciplinary action, an employee (or designated union representative) may file a written grievance to the RA. The RA will have 45 calendar days from date of receipt of the grievance to make appropriate inquiries and issue a written decision.

Section 9. Procedure for grievances beyond the authority of the RA but within the authority of the Administrator, ARS.

Within 20 workdays of the event (or knowledge thereof) giving rise to the grievance, an employee (or designated union representative) may file a written grievance to the Administrator, ARS. The Administrator will be allowed 60 calendar days from the date of receipt of the grievance to make appropriate inquiries and to issue a written decision.

Section 10. The time limits in this Article may be extended by mutual agreement. Failure of management to observe the time limits for any level in the grievance procedure will entitle the employee or representative to present his grievance at the next level. Failure of the employee or representative to observe the time limits for any level in the grievance procedure will entitle management to consider the grievance resolved.

Section 11. At a minimum, grievances required to be in writing shall contain:

- (1) The employee's name, title, and work location.

- (2) The nature of the grievance, including any available details.
- (3) Any rules or regulations applicable to or affecting the grievance.
- (4) Whether the employee is represented by the Union and, if so, the name of the representative.
- (5) The desired relief.

Section 12. If the decision of the Center Director, Regional Administrator, or Administrator, ARS, is unsatisfactory, the Union may refer the grievance to arbitration within twenty (20) workdays after receipt of the decision. The procedures for arbitration shall be as follows:

- (1) Within ten (10) workdays after the request for arbitration is received, either party may prepare a request to Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) qualified arbitrators to the parties. A copy of the request will be provided to the other party at the time of mailing to FMCS. Within ten (10) workdays after receipt of the list, the parties will meet and select one arbitrator from the list either by mutual agreement or by alternately striking names.
- (2) Prior to transmitting the grievance to the arbitrator, the parties will prepare a written statement of the specific issue to be submitted to arbitration. If the parties fail to agree on the issue, each may submit a separate statement. The arbitrator shall decide the issue, but will be limited to the issues contained in the parties' statements. The arbitrator will not consider other issues not submitted by either party.
- (3) The arbitrator shall be the sole judge of the procedures to be followed in the hearing and deciding of the grievance. Agency employees who are called to testify as witnesses at a hearing shall suffer no loss of pay if they are otherwise in an active duty status.
- (4) The arbitrator is authorized only to apply the existing provisions of this Agreement to the specific facts involved and to interpret applicable provisions of the Agreement. An arbitrator will not: add to, subtract from, change, or modify any provisions of this Agreement; change ARS or Department of Agriculture policy or regulations; mandate any abatement procedure involving the application of safety and health policies, regulations or standards (although the arbitrator may recommend or suggest such a procedure).
- (5) The decision of the arbitrator is binding except that either party may appeal the award to the Federal Labor Relations Authority in accordance with the regulations prescribed by the Authority. The appealing party will notify the other party of such an appeal.



- (6) All fees and expenses of the arbitrator shall be borne equally by the parties. Transcripts will be made of arbitration hearings over matters covered under Sections 2302(b)(1), 4303, and 7512 of 5 U.S.C. Transcripts will not be made of arbitration hearings over other matters.
- (7) Either party may contact the arbitrator for clarification of the decision.

Section 13. Questions involving grievability or arbitrability must be raised under this procedure (See Section 12). Where a question of grievability/arbitrability is raised in connection with a grievance, the two matters may be forwarded to an arbitrator for simultaneous hearing. The arbitrator will render separate decisions on the two matters and transmit both decisions to the parties. The arbitrator's decision regarding the grievance will be held in abeyance while the Employer and the Union are permitted to appeal the arbitrator's decision regarding the grievability/arbitrability to the Federal Labor Relations Authority. If an appeal is filed, any implementation of the arbitrator's grievance award will be in accordance with the decision of the FLRA.

#### ARTICLE XVIII

#### Allotment of Dues

Section 1. The allotment of dues to the Union through payroll withholding, for members of the representation unit, shall be processed in accordance with procedures set forth in the current Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees, AFL-CIO, and regulations implementing the memorandum within the Agency.

Section 2. The Employer agrees to post and maintain on appropriate bulletin boards a copy of the current Memorandum of Understanding between the U.S. Department of Agriculture and AFGE as well as any Agency regulations pertinent to the initiation or cancellation of dues deduction allotments.

#### ARTICLE XIX

#### Effective Date and Term of This Agreement and Amendments

Section 1. The effective date of this Agreement and any supplement or amendment thereto shall be the date of its approval by the Director of Personnel, U.S. Department of Agriculture. Any Agreement not approved or referred to the parties for further negotiation by the 30th day after execution by the parties shall become effective on the 31st day.

Section 2. The duration of this Agreement shall be for a period of three (3) years from the date of its approval. Either party may give written notice to the other not more than ninety (90) nor less than sixty (60) days prior to the three (3)-year expiration date for the purpose of renegotiating this Agreement. The specific changes proposed shall be included in the written notice. Upon such notice, negotiations shall commence not later than 30 calendar days prior to the expiration date, except by mutual consent. If negotiations are not concluded prior to the expiration date, the Agreement will be extended by sixty (60) workdays and may be extended thereafter by mutual consent in increments of sixty (60) workdays. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for a one (1)-year period subject to the other provisions of this Article. Negotiation of a new Agreement may begin at any mutually agreed upon time during the one-year extension of the Agreement. If negotiations are not concluded prior to the expiration date, the Agreement will be extended by sixty (60) workdays and may be extended thereafter by mutual consent in increments of sixty (60) workdays.

Section 3.

- (1) The parties may enter into negotiations to effect supplements to this Agreement on the first or second anniversary date from the effective date of the Agreement upon thirty (30)-day written notice by either party. If the negotiations are not concluded within thirty (30) days after the first or second anniversary date, the negotiations will be held in abeyance and automatically made a part of negotiations at the three-year expiration date of the Agreement. Negotiations will begin on the first workday after the anniversary date, unless the parties mutually agree otherwise. The Employer and the Union will make every reasonable effort to reach agreement during the thirty (30)-day period.
- (2) The parties may effect amendments of this Agreement during its term if such action is necessary to implement legal or regulatory changes. The specific changes proposed shall be included in the written notice. If any provision of this contract as approved by the Director of Personnel shall be held invalid by higher administrative authority, legislative act, or court decision, the remainder of this contract shall not be affected thereby.

Section 4. This Agreement shall not be enforceable at any time after it is determined that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement  
on this 21st. day of March 1983.

For the Employer:

For the Union:

*Robert A. Rhodes*

Robert A. Rhodes, Center Director

*Ruth V. Emory*

Ruth V. Emory

*Stuart H. Fields*

Stuart H. Fields

*Harald C. Nielsen*

Harald C. Nielsen, President, Local 3247

*M. Ollidene Weaver*

M. Ollidene Weaver

*Alphonse J. Peplinski*

Alphonse J. Peplinski

*Mary Lou Breaden*

Mary Lou Breaden

*Ronald R. Montgomery*

Ronald R. Montgomery

Approved by the Office of Personnel, USDA, effective April 18, 1983.





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